

ADDENDA LOG		
DATE ISSUED	DESCRIPTION	OFFICER

ROADMAP

This contract is used for the purchase and delivery of liquid ferric sulfate and liquid ferric chloride in tank trucks for the Miami-Dade Water and Sewer Department on an as-needed when-needed basis.

PRICES

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code 06790961 (as updated): Water-treating compound.

It is the bidder's responsibility to request any price adjustment under this provision. For any adjustment to be considered, the bidder(s) request for adjustment should be submitted 90 days prior to expiration of the then current twelve month period. The bidder adjustment request should not be in excess of the relevant pricing index change.

Any adjustment received after (90) ninety days from the expiration of the then current twelve-month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next twelve-month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional twelve-month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder, and/or to terminate the contract with the bidder based on such price adjustments. Adjustments to price may affect the primary secondary position.

The bidders' prices quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidders will be disallowed.

DELIVERY

Bidder(s) shall deliver within forty-eight (48) hours after receipt of an order from the user department. In the event that an emergency arises, bidder(s) shall be able to deliver the material within twenty-four (24) hours from receipt of an order. Deliveries will be accepted six (6) days per week, Monday through Saturday between the hours of 7:00 A.M. and 10:00 P.M.

Delivery Location:

Central District Wastewater Treatment Plant (Virginia Key)
3989 Rickenbacker Causeway
Miami, Florida 33149

Delivery shall be made by tank trucks. All trucks used to delivery product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The tank shall be inspected to ensure that it is free of contaminants prior to loading the ferric product. The delivery truck must supply the necessary hoses, meters and pumps to accomplish delivery and unloading.

PACKING SLIP / DELIVERY TICKET / SCALE TICKET

Bidder(s) shall enclose a complete ***packing slip*** or ***delivery ticket and scale ticket*** with any items delivered in conjunction with this bid solicitation. The ***packing slip / delivery ticket / scale ticket*** shall be made available to the County's authorized representative during delivery. The ***packing slip / delivery ticket / scale ticket*** shall include, at a minimum, the following information: purchase order number; requisition number date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if authorized, the gross weight, TARE weight, and net weight of the vehicle.

TESTING / NONCONFORMANCE OF PRODUCT

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications, the County will notify the bidder of nonconformance within ten (10) calendar days. The county shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to deliver the ferric products within the time frame specified, may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.

SECURITY OF DELIVERIES

Bidder(s) shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc., to any person, company or organization without the written permission of the County designee. The awarded vendor(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. The Chief's office may be contacted at the following numbers:

Office: (786) 552-4004

Cellular: (786) 218-0758

E-Mail: rfergen@miamidade.gov

DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from bidders who supply containers on an interim basis to the County in conjunction with this contract. Any rental or demurrage costs for such containers that are charged by the bidder must be reflected in the unit prices offered by the bidders.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like items. The County reserves the right to award these additional items to the bidder under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the bidder and the County.

AWARDED VENDOR INFORMATION

FEIN/Suffix	593657872/02	593657872/02
Contact Person:	Richard Waterous	Judy LaFond
Telephone No.:	(410) 935-2032	(785) 842-7424
Fax No.:	(561) 333-4166	(785) 842-2629
E-Mail Address:	Richard.waterous@kemira.com	judy.lafond@kemira.com

AWARDED ITEMS

Item no.	Description	Est. Quantity Dry Weight Per 5 Years	Unit Price Per Pound Fe ⁺³
1	Ferric Sulfate to include monthly rental of tanks-as defined in Section 3.0 Paragraph 3.2.1	18,000,000/lbs.	\$ 0.585
2	Ferric Chloride to include monthly rental of tanks-as defined in Section 3.0 Paragraph 3.2.2	2,400,000/lbs.	\$ 0.584